



MICHAEL A. CARDOZO
Corporation Counsel

THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

MICHAEL K. GERTZER
Assistant Corporation Counsel
E-mail: mgertzer@law.nyc.gov
Phone: (212) 788-0786
Fax: (212) 788-9776

September 26, 2008

BY ECF AND HAND DELIVERY

The Honorable John Gleeson
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

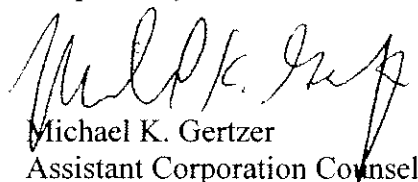
Re: Kalimooto v. City of New York, et al., 07 CV 5283 (JG)(JO)

Your Honor:

I am an Assistant Corporation Counsel in the office of Michael A. Cardozo, Corporation Counsel of the City of New York, assigned to the defense of the above-referenced matter. Enclosed please find the original Stipulation and Order of Settlement and Dismissal in the above-referenced matter for the Court's endorsement and filing.

Thank you for your consideration herein.

Respectfully submitted,


Michael K. Gertzer
Assistant Corporation Counsel

encl.

cc: Edward Friedman, Esq. (via facsimile and ECF)

The Honorable James Orenstein (by hand and ECF)
United States Magistrate Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

KELVIN KALIMOOTO and MICHAEL SAWH,
Plaintiffs,

-against-

THE CITY OF NEW YORK, POLICE OFFICER CHRIS
MADISON, TAX REG. NO. 935224, POLICE OFFICER
NICHOLAS LIGURI, SHIELD NO. 30394, and SGT.
JOHN KOCHER, SHIELD NO. 92403,

Defendants.

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

07 Civ. 5283 (JG)(JO)

WHEREAS, plaintiffs commenced this action by filing a complaint on or about
December 19, 2007, alleging that defendants violated plaintiffs' federal civil and state common law
rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs'
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and
between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with
prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2"
below.

2. Defendant City of New York hereby agrees to pay plaintiff Kelvin Kalimooto
Twenty Thousand (\$20,000.00) Dollars in full satisfaction of all of his claims, including claims for
costs, expenses and attorneys' fees. Defendant City of New York also hereby agrees to pay plaintiff
Michael Sawh Twenty Thousand (\$20,000.00) Dollars in full satisfaction of all of his claims including

claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiffs agree to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney fees.

3. Plaintiffs shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or any agency thereof.

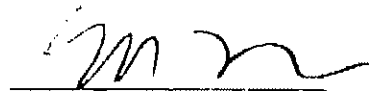
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant

proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
September 25, 2008

EDWARD FRIEDMAN, ESQ.
Attorney for Plaintiffs
26 Court Street, Suite 1903
Brooklyn, New York 11242
(718) 852-8849

By:



Edward Friedman, Esq.
Attorney for Plaintiff

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants City, Chris Madison,
Nicholas Liguri and John Kocher
100 Church Street, Room 3-190
New York, N.Y. 10007
(212) 788-0786

By:



Michael K. Gertzer, Esq.
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J.